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had invested $650,000 and had used the most approved apparatus to prevent any nuisance. The injury to the plaintiff was slight and as the injunction would compel the closing of the works it was not granted. In all such cases the courts enforce the plaintiff to seek his remedy in damages. Insolvency will not prevent the right to an injunction, however, where the injury is irreparable. *Kesner et al.* v. *Miesch,* 90 Ill. App. 437; *Dingby* v. *Buckner,* — Cal. —, 104 Pac. 478. The equities are strongly in favor of the defendant in the principal case.

MASTER AND SERVANT—DISCHARGE—COMPENSATION.—In consideration of two per cent. commission on all sales made, plaintiff agreed to act as salesman for the defendant from Jan. 1, 1905, until June 30, 1906. He was to receive $300 monthly, and at the end of twelve months the balance of the commission earned during that period; and at the expiration of the contract the additional commission earned from Jan. 1 to June 30, was to be paid. The employment and right to commission was conditioned upon the due performance by the plaintiff of all the terms of the agreement. On Jan. 1, 1906, $275.30 was due plaintiff as such additional commission. He did not draw this or seek to draw it, but continued to draw $300 per month. During the month of May following plaintiff entered a prolonged spree causing at least one sale to be lost, and on May 23, 1906, he was discharged. In this action for $275.30, the commissions due Jan. 1, 1906, it is *held,* that a prolonged incapacity caused by drunkenness justified a discharge; and since the contract was entire there could be no recovery. *Atkinson* v. *Heine* (1909), 119 N. Y. Supp. 122.

The law is well settled that the master is justified in discharging the servant for drunkenness. *Smith* v. *St. Paul R. Co.,* 60 Minn, 330; *McCormick* v. *Demary,* 10 Neb. 515; *Gonsolis* v. *Gearhart,* 31 Mo. 585. It is clear from the facts that on Jan. 1, 1906, plaintiff could have sued upon the contract and recovered the amount already earned; by the terms of the contract the commission was then due and payable, and it hardly seems clear that this right can be defeated by anything which may subsequently occur. In *Lambert* v. *King,* 12 La. Ann. 662, and *Lindner* v. *Cape Brewery & Ice Company,* 131 Mo. App. 680, cases involving similar facts, it was held that there could be a recovery on the contract for the amount earned before the discharge. The doctrine established by these cases will perhaps be preferred to the rule announced by the New York court. Some courts hold that there can be a recovery on a quantum meruit when the servant is discharged for cause: *Massey* v. *Taylor,* 45 Tenn. 447; *Lawrence* v. *Gullifer,* 38 Me. 532. *Huntington* v. *Claffin,* 38 N. Y. 182, announces the rule that a servant discharged for cause is in the same position as if he had voluntarily abandoned the contract, and there can be no recovery.

MASTER AND SERVANT—FELLOW SERVANT OR VICE PRINCIPAL.—Plaintiff, a servant of defendant, working in its logging camp, was standing near defendant's cable line and transmitting signals from the engineer to the workman in the forest. Some ten or twelve feet from plaintiff the cable was held in place by a snatch block fastened to a stump by a swamp hook. Because